

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF THE **OTTER CREEK & RENAISSANCE PARK IMPROVEMENTS – PHASE II** PROJECT FOR THE CITY OF ANKENY, IOWA, AND FOR THE TAKING OF BIDS THEREFOR.

Sealed proposals will be received by the City Clerk of the City of Ankeny, Iowa, in the City Council Chambers, City Hall, 410 West First Street, Ankeny, Iowa, before **10:30 A.M. on the 23rd day of February, 2010**, for the construction of Otter Creek & Renaissance Park Improvements – Phase II as described in the plans and specifications heretofore on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced in said Council Chambers by the City Manager or his designee at the time and date specified above.

Also, at **5:30 P.M. on the 1st day of March, 2010**, the City Council of said City will, in said Council Chambers, hold a hearing whereat said Council will resolve to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into contract for the construction of said improvements.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

The nature and extent of the improvements are as follows:

OTTER CREEK & RENAISSANCE PARK IMPROVEMENTS – PHASE II PROJECT

This project includes Phase II construction of improvements at the Otter Creek Park and Renaissance Park at the intersection of NE 36th Street and NE Delaware Avenue in the City of Ankeny, Iowa.

Phase II includes site demolition, rough grading, paving the parking and turnaround areas, pond expansion and fountain installation, final grading, trail construction, final seeding and site stabilization.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Ankeny, Iowa, and by this reference made a part as though fully set out and incorporated herein.

The method of construction of all improvements shall be by contract in accordance with the plans and specifications and general stipulations for said improvements approved by the City Council.

Each proposal shall be made out on a blank form furnished by the City and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the bid or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of ten percent (10%) of the bid.

The bid security shall be made payable to the CITY OF ANKENY, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post bonds satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. Bidders shall use the bid bond form in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

The City reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract, as it shall deem for the best interest of the City.

The successful bidder will be required to furnish bonds in an amount equal to one hundred percent (100%) of the contract price. Said bonds must be issued by responsible surety approved by the City Council and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa. The bonds shall guarantee (1) the faithful performance of the contract and the terms and conditions therein contained, (2) the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for, or performing labor in, the prosecution of the work, and (3) the work against faulty workmanship and materials for not less than three (3) years for storm sewer, one (1) year for tree and plant materials and four (4) years for all other components from the time of acceptance of the improvements by the City.

The project will be awarded on the basis of the lowest responsible total bid for the entire project.

The work under the contract shall commence on or before the date specified in a written Notice to Proceed. The anticipated starting date shall be April 1, 2010. Phase II work shall be fully completed by June 30, 2010. Liquidated damages in the amount of Three-Hundred Dollars (\$300.00) per calendar day after set date until work is completed.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the City Council: (1) cash funds on hand available to the City for payment of costs incurred related to the construction of this project. (2) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; and (3) cash from such general funds of said City as may be legally used for such purpose.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect their interest therein, including applicable insurance. The Engineer will either indicate in writing approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will make payment within thirty (30) days of presentation of an approved partial payment estimate. The Owner shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

A sales tax exemption certificate will be available for all material purchased for incorporation into the project.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted under the conditions of the contract document. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material suppliers, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the

Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provision of this sentence be construed to impose any obligations upon the Owner to either the Contractor, Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvement are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file with the City Clerk and may be examined at the Ankeny City Hall, 410 W. 1st Street, Ankeny, Iowa. Copies of the project documents may be obtained from Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, Iowa 50023, upon payment of \$20.00, none of which is refundable.

This notice is given by order of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this 1st day of February, 2010.

Steven D. Van Oort, Mayor

ATTEST:

Pamela DeMouth, City Clerk

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